ADVERSARY PROCEEDING COVER SHEET (Court Use Only)

PLAINTIFFS	DEFENDANTS
LaChance Financial Services 203 Sorthwest Cutoff Northboro, MA 01532	Gary Librandi 10 Lyons Road Princeton, MA 01541
ATTORNEY (Firm Name, Address, Tel. No.) John A. Burdick, Jr., Esquire Post Office Box 101 Paxton, MA 01612 (508) 752-4633	ATTORNEY (Firm Name, Address, Tel. No.) Helene Page 7 Manor Street Worcester, MA 01602 (508) 792-2505

Party (check one only)__ 1. U.S. Plaintiff__2. U.S. Defendant XX 3. U.S. not a Party

CAUSE OF ACTION (Write a Brief Statement of Cause of Action, including all U.S. Statutes Involved)

Complaint to Determine Dischargeability

NATURE OF SUIT
(Check the one most appropriate box only)

__454. To Recover Money or Property	__455. To revoke an order of confirmation of Chap. 11 or Chap. 13 Plan relating to any of foregoing causes of action	__456. To obtain a declaratory judgment
__435. To Determine Validity, Priority or Extent of a Lien or Other Interest in Property	XX426. To determine the dischargeability of a debt 11 U.S.C. §523	__459. To determine a claim or cause of action removed to a bankruptcy court
___458. To obtain approval for the sale of both the interest of the estate and of a co-owner in property	__434. To obtain an injunction or other equitable relief	__498. Other (specify_
___ 424. To object or to revoke a discharge 11 U.S.C. §727	__457. To subordinate any allowed claim or interest except where such subordination is provided in a plan	

ORIGIN OF PROCEEDING	_XX_1. Original Proceed.	__2. Removed Proceed.	__4. Reinstated Or Reopen	__5. Transferred from another Bankruptcy Court

DEMAND :	Nearest Thousand	Other relief sought Equitable Relief	Jury Demand

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES

Name of Debtor **Gary Librandi** **Nancy Librandi**		**Bankruptcy Case No.** **15-42211-CJP**
District **Western**	**Divisional Office** **Worcester**	**Name of Judge** **Christopher J. Panos**

RELATED ADVERSARY PROCEEDING (IF ANY)

Plaintiff	**Defendant**	**Adversary Proc. No.**
District	**Divisional Office**	**Name of Judge**

FILING FEE ___**FEE ATTACHED** __ **FEE NOT REQUIRED** **XX** _ **FEE IS DEFERRED**

DATE	**PRINT NAME**	**SIGNATURE OF ATTORNEY (OR PLAINTIFF)**
03/31/15	**John A. Burdick, Jr., Esquire**	**/s/ John A. Burdick, Jr.**

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MASSACHUSETTS

In re:	)	
	)	
Gary and Nancy E. Librandi	)	Chapter 7
	)	Case No. 15-42211-CJP
Debtors	)	
	)	
LaChance Financial Services, Inc.	)	
	)	
Plaintiff	)	
Vs.	)	Adversary Proceeding No.
	)	
Gary Librandi,	)	
Defendant	)	
	)	

COMPLAINT TO DETERMINE DISCHARGEABILITY

LaChance Financial Services, Inc., Plaintiff herein, for its complaint against Gary Librandi, alleges as follows:

1. This is a core proceeding over which this court has jurisdiction under 28 U.S.C. §157(b).

2. This is an adversary proceeding to determine the dischargeability of a debt pursuant to 11 U.S.C. Section 523(a)(2)(A)

3. On November 16, 2015, the Debtors filed a voluntary petition under Chapter 7 of the Bankruptcy Code.

4. The Plaintiff, LaChance Financial Services d/b/a Banker's Capital ("LFS"), is a corporation with a usual place of business in Northborough, Massachusetts.

5. The Defendant, Gary Librandi ("Librandi") is an individual residing at 10 Lyons Road, Princeton, Massachusetts.

6. Librandi was the founder, officer, director and shareholder of a corporate entity known as Tropic Sun Tanning Salon, Inc. ("Tropic Sun").

7. Tropic Sun was involuntarily dissolved by the Massachusetts Secretary of State on April 19, 2011.

8. Between February 25, 2011 and December 23, 2011, Librandi guaranteed performance by Tropic Sun of five (5) equipment leases with LFS.

9. In the case of each lease, Tropic Sun, by and through Librandi, retained the leased equipment without the permission of LFS.

10. According to Librandi's Statement of Affairs, question 18, Tropic Sun ceased operations in 2012.

11. On November 5, 2013, after Tropic Sun was dissolved and ceased doing business, Librandi executed at promissory note in the amount of $25,000 payable to LFS. As security for this obligation, Librindi pledged all of the assets of Tropic Sun.

11. According the Librandi's testimony at his section 341 meeting, once Tropic Sun closed he either sold, gave away or destroyed the leased and secured equipment without the permission of LFS.

12. Librandi did not remit the proceeds from the sale of any Tropic Sun equipment to LFS.

13. Librandi was the general partner of an entity known as 120 Stafford Street Limited Partnership ("120 Stafford").

14. 120 Stafford owned commercial real estate at 120 Stafford Street in Worcester, Massachusetts which was sold in December of 2012.

15. Librandi guaranteed performance by 120 Stafford of four (4) equipment and fixture leases with LFS.

16. In the case of each lease, 120 Stafford, by and through Librandi, sold the leased equipment and fixtures and retained the proceeds without the permission of LFS.

17. Librandi's actions of converting equipment owned by LFS or securing an obligation to LFS constitute a willful and malicious injury to the property of LFS.

18. Librandi's obligations to LFS are not dischargeable pursuant to 11 U.S.C. Section 523(a)(6).

WHEREFORE, LFS requests judgment that the obligations owed by the Librandi to LaChance Financial Services, d/b/a Banker's Capital are not dischargeable pursuant to 11 U.S.C. Section 523(a)(6) and for any further relief as the Court may deem just and proper.

LaChance Financial Services, d/b/a
Banker's Capital
By its Attorney

*/s/John A. Burdick, Jr.*___________

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March 31, 2016
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